

8th January 1954] [Sri V. R. Krishna Ayyar]

alternative source for these agriculturists. They should be enabled to get greater amounts from the Co-operative Credit Societies. Takkavi loans should be granted more generously. Hereafter, there should not be a niggardly provision in the Budget under the head, 'takkavi loans'. If the Government seriously want to help the poor agriculturists, there is no point in their passing this legislation without providing alternative source of credit. Their allotment to Co-operative Credit Societies should be considerably increased. There is no use of the Government simply removing the money-lenders from the scene without creating an alternative credit machinery which can be taken advantage of by the agriculturists. I hope the Government will look into the matter and accept my suggestion to make larger amounts available for these agriculturists under takkavi loans and to allot larger sums of money to Co-operative Credit Societies."

MR. SPEAKER:—"To-day being Friday, the House will adjourn at 1 p.m. and reassemble at 3 p.m. after lunch. It is desired by the Government that when the House reassembles after lunch, it should take up the Malabar Tenancy (Amendment) Bill for consideration. In that case the Hon. Leader of the House has to make a motion."

IV.—GOVERNMENT MOTION.

MOTION UNDER RULE 22 (3) OF THE ASSEMBLY RULES.

* THE HON. SRI C. SUBRAMANIAM:—"Mr. Speaker, I beg to move—

'That under Rule 22 (3) of the Madras Assembly Rules, item No. IV, viz., the Malabar Tenancy (Amendment) Bill, 1953 (L.A. Bill No. 12 of 1953), in today's Agenda may be taken up before the Madras Indebted Agriculturists' (Temporary Relief) Bill, 1954.'"

MR. SPEAKER:—"The Hon. Chief Minister, the Leader of the House and the leaders of parties have come to some conclusion with regard to this motion. So, I do not think there is any objection to this motion."

The motion was put and carried.

MR. SPEAKER:—"The House will now rise for lunch and meet again at 3 p.m."

(After lunch—3 p.m.)

III.—GOVERNMENT BILLS—cont.

(3) THE MALABAR TENANCY (AMENDMENT) BILL, 1953—cont.

MR. SPEAKER:—"We shall take up the Malabar Tenancy (Amendment) Bill, 1953. I shall take up clause 3 first since clause 2 deals with definitions and it can be taken up later."

* THE HON. SRI K. P. KUTTIKRISHNAN NAIR:—"I have given notice of an amendment to introduce a new clause after clause 3. There is no amendment to clause 3 of the Bill and I hope I can move my amendment."

[8th January 1954]

THE HON. SRI C. RAJAGOPALACHARI :—" Sir, we have an amendment proposing a new clause (clause 1-A) after clause 1. When shall we take it up? "

MR. SPEAKER :—" After we dispose of other clauses, we shall take up clauses 2 and 1 of the Preamble. No hon. Member has given notice of any amendment to clause 3 and so the Hon. the Minister for Law can move him amendment for inserting a new clause after clause 3."

SRI M. NARAYANA KURUP :—" Sir, clause 9 is intimately connected with section 9-H of the principal Act which is supposed to be repealed. Clause 3 seeks to amend this section so as to substitute the words ' Rent Settlement Authority ' with ' Rent Court '. Hence it can be taken up later."

MR. SPEAKER :—" Then, we shall take up clause 4. We shall come to clause 3 later, after we have disposed of section 9 of the principal Act."

SRI M. NARAYANA KURUP :—" I want you, Sir, to look into clause 12 which repeals section 9-H of the principal Act, which is closely connected with Rent Settlement Authority."

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—" The hon. Member has not given notice of any amendment to clause 12."

SRI M. NARAYANA KURUP :—" I oppose the clause which seeks to repeal section 9-H of the Act. Therefore, clause 3 cannot be taken up independently."

THE HON. SRI C. RAJAGOPALACHARI :—" The Government amendment seeks to insert a new clause 3-A. It has nothing to do with clause 3."

MR. SPEAKER :—" We shall take up then clause 4."

New clause 9-A.

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—" Mine is a new amendment and therefore I move it. It has nothing to do with clause 3. I move—

' In the Explanation to clause (c) of section 4 of the principal Act, for the word " twenty-two " substitute the word " twenty-five " . '

This is in respect of cultivation expenses. I would request hon. Members who have given notice of amendments in this regard not to move them."

MR. SPEAKER :—" Motion moved—

' In the explanation to clause (c) of section 4 of the principal Act, for the word " twenty-two " substitute the word " twenty-five " . '

8th January 1954]

[Mr. Speaker]

"I cannot prevent any hon. Member from moving his amendment. Let him say that he is not moving it."

SRI V. R. KRISHNA AYYAR :—"I am unable to say that I am not moving it. I accept 25 paras suggested by the Government provisionally."

THE HON. SRI C. RAJAGOPALACHARI :—"But he does not actually move his amendment."

MR. SPEAKER :—"That means he is not moving it. However, I shall read Mr. Krishna Ayyar's amendment for the information of the House—

'After clause 3, insert the following as new clause 3-A :—

"3-A. *Amendment of section 4, Madras Act XIV of 1930.*—In section 4, for the existing Explanation, the following Explanation shall be substituted, namely :—

'*Explanation.*—Notwithstanding anything contained elsewhere in this Act for the purposes of fixation of fair rent under this section and sections 5 and 6-A, 25 paras of paddy shall be deemed to be the cultivation expenses per acre per crop except in the Wynaad, Kozhikode, Kurumbranad, Kottayam and Chirakkal taluks of the Malabar district and Gudalur taluk of Nilgiri district and any other notified area where 200 seers shall be deemed to be the said cultivation expenses :

'Provided that it shall be open to the court to fix any higher quantity of paddy as cultivation expenses in case of any land or class of lands.' " "

SRI T. C. NARAYANAN NAMBIAR :—"I want to move my amendment."

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—"I would request the hon. Member not to move his amendment."

THE HON. SRI C. RAJAGOPALACHARI :—"In order to help the other side, we have suggested an amendment. They have given notice of amendments which they do not actually move. If they do not move, then it may be taken as not moved because to extract the word 'withdraw' seems to be rather difficult."

MR. SPEAKER :—"Then the hon. Member is not moving his amendment?"

SRI T. C. NARAYANAN NAMBIAR :—"I am not moving."

MR. SPEAKER :—"I shall read his amendment for the information of hon. Members—

'After clause 3, insert the following new clause :—

"I. *Amendment of section 4 of the principal Act.*—In the Explanation, for the words 'twenty-two', the word 'thirty' shall be substituted."

He has not moved this. Then, the next amendment relates to the same Member."

THE HON. SRI C. SUBRAMANIAM :—"He does not get up. It means that he is not moving it. Let not hon. Member later on say that he was prevented from moving his amendment."

[8th January 1954]

THE HON. SRI C. RAJAGOPALACHARI :—" We give him an opportunity. We do not steal his time. But they do not move."

SRI K. VINAYAKAM :—" I want to know, Sir, whether ' not moving ' means ' withdrawing '."

MR. SPEAKER :—" ' Not moving ' means that the amendment is not before the House. Withdrawal means that it was before the House but was withdrawn after discussion."

SRI K. VINAYAKAM :—" There are several amendments standing in the name of the hon. Member. If he does not want to move them, let him make it clear. It is not proper that he should be asked not to move, not to press and to withdraw. Let us know what is going on in the House. Let the Member be more explicit."

MR. SPEAKER :—" I cannot help promptings in the House. Members have their own parties and such things may go on."

THE HON. SRI C. RAJAGOPALACHARI :—" When Members do not press their amendments, there is no point in saying that we must get oral confessions from them. When the person does not do a thing, it means he does not do it, he does not press it."

SRI T. C. NARAYANAN NAMBIAR :—" I came just now, Sir, and it is my fault. Proceedings have already begun. I am unable to trace my amendment."

MR. SPEAKER :—" It is amendment No. 64."

3-10
p.m.

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—" It is an amendment to an independent section and I request the hon. Member not to move it."

MR. SPEAKER :—" The difficulty is that there are a number of amendments and the hon. Members themselves are confused."

SRI C. H. KANARAN :—" Mr. Speaker, Sir, Amendment No. 63 has not been taken up and disposed of. I beg to move that amendment :—

New clause after clause 3.

' After clause 3, insert the following new clause :—

(i) Amendment of section 4 of the principal Act.—*In the Explanation, for the word " twenty-two ", the word " thirty " shall be substituted '.*

(ii) *In the proviso to the Explanation, the words " on application by the tenant " shall be added at the end."*

The motion was duly seconded.

8th January 1954]

SRI C. H. KANARAN :—“ കൃഷിക്കുവേണ്ടി 25 പാറ എന്ന നിയമിച്ചുകൊണ്ട് ഗവണ്മെന്റ് ഒരു ടെൻററി കൊടുത്തിട്ടുണ്ട്. ഏതായാലും അതിൽ കുറഞ്ഞ ഒരു സംഖ്യ കൊടുക്കുവാൻ ജന്മിമാർക്കു സൗകര്യം കൊടുക്കരുത്. കൃഷിക്കുവേണ്ടി കുറച്ചുകൊണ്ടു വരാം വലിപ്പിക്കാമെന്നുള്ള ഒരു സ്ഥിതി ഉണ്ടാകരുത്. കൃഷിക്കാരന്മാർക്കു കിട്ടാനുവേണ്ടിയുള്ള ഒരു ടെൻററിയാണിത്. അതുകൊണ്ടു ഇതു സ്വീകരിക്കേണ്ടതാണ്. ഗവണ്മെന്റ് ഇതു സ്വീകരിക്കണമെന്നു അപേക്ഷിക്കുന്നു. ”

* **THE HON. SRI C. SUBRAMANIAM :—**“ Just one word of explanation, Sir. New Clause 3-A relates to amendment of clause (c) of section 4 of the parent Act. Unless there is an amendment corresponding to this, there is no point in considering the amendment of the hon. Member. ”

* **THE HON. SRI C. RAJAGOPALACHARI :—**“ There is one other way. There is really no difference of opinion and we are spending time for nothing. There is no amendment to the new clause 3-A and it can be put to vote with the consent of the House and passed. Anything contrary to this will be out of order. ”

MR. SPEAKER :—“ The Government have moved an amendment. Hon. Member wants to move an amendment to the Government's amendment. This amendment should be disposed of before I put that to the vote of the House. ”

* **SRI N. GOPALA MENON :—**“ Mr. Speaker, Sir, there is really no necessity for this amendment because there is a proviso to section 4 which says ‘ Provided that it shall be open to the Rent Settlement Authority (now the Rent Court) to fix any other quantity of paddy as cultivation expenses in respect of any land or class of lands. ’ It will be thus seen that 25 paras have been fixed only tentatively. It is always open to a party to go to a Court and claim that the actual cultivation expenses really come to a much higher figure or even to a smaller figure. It is equally open to the Rent Court to decide the actual cultivation expenses. Therefore, I submit that there is no real necessity for this amendment which seeks to increase it from 22 paras to 30 paras. ”

* **SRI P. K. GOPALAKRISHNAN :—**“ I want to support the amendment of the hon. Member Sri C. H. Kanaran. Twenty-five paras have been fixed as the minimum cultivation expenditure and very often it varies between 30 to 40 paras. This amendment to the Explanation is therefore quite necessary. I support it. ”

* **THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—**“ I oppose it, Sir, because the allowance of 25 paras is most reasonable and one of the most active peasant workers has stated that that is absolutely sufficient. ”

MR. SPEAKER :—“ I am putting the amendment of Sri C. H. Kanaran to the vote of the House. The question is—

‘ After clause 3, insert the following new clause :—

(i) *Amendment of section 4 of the principal Act.*—In the Explanation, for the word “ twenty-two, ” the word “ thirty ” shall be substituted.

(ii) In the proviso to the Explanation the words “ on application by the tenant ” shall be added at the end. ”

The amendment was put and lost.

[8th January 1954]

MR. SPEAKER :—“ The hon. Member Sri T. C. Narayanan Nambiar proposes to move an amendment (amendment No. 64) to section 5 of the parent Act. I would like to know whether it is in order.”

* THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—“ Strictly speaking, it is not in order and I request the hon. Member to withdraw it.”

* THE HON. SRI C. SUBRAMANIAM :—“ In any event, the new clause 3-A will have to be put to vote. There is no further amendment with reference to that and then the question may be taken whether with reference to section 5 of the principal Act a new amendment can be allowed or not.”

MR. SPEAKER :—“ I now put the Government amendment to the vote of the House. The question is—

Clause 3-A.

‘ In the Explanation to clause (c) of section 4 of the principal Act, for the word “twenty-two”, substitute the word “twenty-five”. ’

The motion was put and carried.

SRI C. H. KANARAN :—“ I want to move amendment No. 64.”

MR. SPEAKER :—“ The hon. Member wants to re-open section 5 of the principal Act. I do not know whether it is in order.”

SRI C. H. KANARAN :—“ I beg to move—

‘ After clause 3, insert the following new clause :—

Amendment of section 5 of the principal Act.—*In section 5 of the principal Act—*

- (i) clause (a) shall be omitted;
- (ii) after clause (b), after the number (ii), the words “ the enhanced portion of ” shall be inserted;
- (iii) in clause (b), the words “ whichever is higher ” shall be omitted.”

“ പുതുതായിട്ടുള്ള ഒരു ക്ലൗസ് ഭേദഗതിയായി കൊണ്ടുവരാനോ എന്നുള്ള ചോദ്യത്തിനാണെങ്കിൽ, ഇവിടെ പല ക്ലൗസ്സുകളും അങ്ങനെ ഭേദഗതികൾ കൊണ്ടുവന്നിട്ടുണ്ട്. ആ നിലക്കാണ് ഞാനും ഈ ഭേദഗതി കൊണ്ടുവരുന്നത്? ”

The amendment was duly seconded.

SRI M. NARAYANA KURUP :—“ My submission is that the Government themselves have moved an amendment to section 4. Of course, we did not object to that. We are now dealing with an amendment with regard to fair rents, that is, Chapter II. Strictly speaking, this is not an amendment to a section.”

8th January 1954]

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—" We did not oppose it on that account."

SRI M. NARAYANA KURUP :—" This is an amendment to a section in the chapter dealing with fair rent. My submission is that the amendment is within the ambit of the Bill and that it does not enlarge the scope of the Bill. Of course, we are making mutual adjustments. Even though the amendment may not be directly related to a clause in the Bill, such amendments used to be taken up. A strict interpretation of the rules need not stand in the way."

3-20
p.m.

MR. SPEAKER :—" Having given sufficient time, I will put the amendment to vote. The question is—

' After clause 3, insert the following new clause :—

Amendment of section 5 of the principal Act.—In section 5 of the principal Act—

(i) clause (a) shall be omitted;

(ii) after clause (b), after the number "(ii)", the words "the enhanced portion of" shall be inserted;

(iii) in clause (b), the words "whichever is higher" shall be omitted."

The amendment was put and lost.

Clause 4.

* SRI T. C. NARAYANAN NAMBIAR :—" Sir, I move—

' In clause (a) of section 6 of the principal Act, for the word "one-fourth", substitute the word "one twentieth".'

" This amendment is about the fair rent for kypad cultivation. Punjakole or kypad cultivation is a system of river-bed cultivation. The expenses involved in it are very high and such cultivation fetches practically nothing for the tenants. Therefore, it will be very difficult for them to pay as rent one-fourth of the gross produce. As some relief has to be given to the tenant, I have moved the amendment."

SRI C. H. KANARAN :—" Sir, I second the amendment."

* SRI N. GOPALA MENON :—" Sir, my Friend Sri T. C. Narayanan Nambiar says that the expenses involved in kypad cultivation are very high. I suppose punjakole and kypad cultivations are more or less similar. In this system, it is the landlord who bears the entire expenses of bund-building and the baling out of water. So far as punjakole cultivation is concerned, I am very definite. But I am not definite about kypad cultivation which is probably in vogue in North Malabar. What happens in punjakole cultivation in South Malabar is this. The bunds will

[Sri N. Gopala Menon] [8th January 1954]

have to be thickened and the water will have to be baled out. These are expensive processes which are ordinarily done by the landlord at his own expense. What the actual cultivator does is merely to plough the land and sow the seeds. The reaping expenses are borne half and half by the landlord and tenant. This is a complicated system, and it will be unwise to reduce the rent from one-fourth to one-twentieth merely on the strength of the statement made by the hon. Member Sri T. C. Narayanan Nambiar that the cultivation expenses are high, without making any investigation. Even as it is, there is a lot of grumbling among landlords that their share has been reduced to one-fourth of the gross produce. Therefore, I submit that this should not be tampered with."

* SRI M. NARAYANA KURUP :—" Sir, the facts stated by my hon. Friend Sri Gopala Menon are not correct. If the landlord is himself cultivating, there is no question of rent. Kypad cultivation is cultivation of water-logged regions. Tenants engage machinery or manual labour to bale out water about knee-deep or even deeper. It is a very difficult cultivation. Kypad cultivation is not on a par with other systems of cultivation, because it involves heavy expenditure. That is why it has been treated on a different footing even in the original Act."

* SRI V. R. KRISHNA AYYAR :—" Mr. Speaker, Sir, regarding kypad cultivation, which is more or less the same as punjakole cultivation, Sri Gopala Menon spoke as if from personal experience. I have also some familiarity with that kind of cultivation. So far as I can gather, it is entirely wrong to say that the landlord bears the expenses of bunding up and the baling out of water and shares the harvesting expenses. It is unknown in the whole of North Malabar where kypad cultivation is widely prevalent. Kypad cultivation is more hazardous and the crop is more fluctuating, as such cultivation depends upon a series of uncertain factors. The amount of cultivation expenses is very heavy, relatively speaking. For instance, water inundation of the land is a common thing. If the rains do not come in time, there may have to be baling out of water and prevention of salt water entering from the sea or backwater and all kinds of complications will arise. Considerable attention and expenditure are required. That is why there has been agitation for a separate and differential treatment for punjakole and kypad cultivation. I, therefore, support the amendment moved by Sri T. C. Narayanan Nambiar."

THE HON. SRI C. SUBRAMANIAM :—" There is already a differential treatment."

SRI V. R. KRISHNA AYYAR :—" No doubt there is already a differential treatment in the Statute, but it is not at all fair. The proportion must be further reduced from the existing one-fourth to one-twentieth."

8th January 1954]

THE HON. SRI C. RAJAGOPALACHARI :—“ Hon. Members may be right in saying that Sri Gopala Menon has exaggerated the position. Even now it is one-fourth and not one-half and that is the difference.”

SRI V. R. KRISHNA AYYAR :—“ One-fourth of the gross produce.”

THE HON. SRI C. RAJAGOPALACHARI :—“ Three-fourths of the gross produce the tenant gets.”

* SRI P. K. GOPALAKRISHNAN :—“ The statement made by Sri Gopala Menon is not correct so far as South Malabar is concerned. I have got personal experience about punjakole cultivation in the constituency from which Mr. Gopala Menon hails. No landlord pays even a single pie for the construction of bunds or the baling out of water. About three-fourths of the gross produce will have to be expended on cultivation. If the tenant is to give the landlord the remaining one-fourth, there will be nothing at all left for the tenant.”

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—“ I oppose the amendment. The fair rent fixed is reasonable. I request the hon. Member to withdraw the amendment.”

Sri C. H. Kanaran rose to speak.

MR. SPEAKER :—“ It is a very bad practice for any hon. Member to rise after the Minister replies. Hereafter, if any Member wants to speak, let him stand up before the Minister replies.”

SRI C. H. KANARAN :—“ സാർ, കണ്ണാട് നിലങ്ങളെ സംബന്ധിച്ചിടത്തോളം മന്ത്രമാർക്ക് ശരിയായ വിവരമില്ല. അതിന് സാധാരണ ചെലവുള്ള, ആകെ കിട്ടുന്ന തിന്റെ ഏകദേശം മിക്കവാറും അതിലധികം ചെലവാകും. നാലിലൊന്ന് എന്ന വരത്താൽ കൃഷിക്കാരന് ആകാശമണലുകയില്ലെന്നു മാത്രമല്ല, വളരെ നഷ്ടവും ഉണ്ടാകും. പുതുക്കോളിനെപ്പറ്റി എനിക്ക് നല്ല അറിവില്ല. അതുകൊണ്ട് ഞാൻ അതിനെപ്പറ്റി ഒന്നും പറയുന്നില്ല ”.

THE HON. SRI C. RAJAGOPALACHARI :—அவர்களுக்குத்தான் காலப் பங்கு கிடைக்கப் போகிறதே. அவர்கள்தானே எடுத்துக்கொள்ளப் போகிறார்கள்.”

SRI V. R. KRISHNA AYYAR :—“ On a point of order, Sir. May I know whether the Hon. Chief Minister spoke in Tamil so that he may not be understood by the Malabar Members? ”

THE HON. SRI C. RAJAGOPALACHARI :—“ I spoke in Malayalam.”

MR. SPEAKER :—“ The question is—

‘ In clause (a) of section 6 of the principal Act, for the word “ one-fourth ”, substitute the word “ one-twentieth ”. ’ ”

The amendment was put and lost.

[8th January 1954]

MR. SPEAKER :—" I will put clause 4 to vote. Then I will take up the Government amendment to the proposed clause 4-A."

Clause 4 was put and carried.

New clause 4-A and clause 17.

3-30 p.m. MR. SPEAKER :—" The Hon. Minister for Law will move his amendment."

SRI M. NARAYANA KURUP :—" There is an amendment to section 6-A of the principal Act given notice of by me. The amendment to be moved by the Hon. the Minister for Law seeks to amend section 7 of the principal Act. Therefore, I may be allowed to move my amendment first."

THE HON. SRI C. SUBRAMANIAM :—" The amendment of the hon. Members seeks to amend a section of the principal Act not contemplated by the Bill."

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—" We can take it up afterwards, Sir."

SRI M. NARAYANA KURUP :—" Let us take up the amendments seriatim. First, let us take up the amendment to section 6-A of the principal Act. Afterwards, we can take up the other amendments."

MR. SPEAKER :—" All right. The hon. Member Sri Narayana Kurup will now move his amendment."

SRI M. NARAYANA KURUP :—" Sir, I move the following amendment which stands in my name—

** After clause 4, insert the following as clause 4-A :—*

" 4-A. Amendment of section 6-A, Madras Act XIV of 1930.—In section 6-A, after the words ' the Nilgiris district ', the words ' and such other like regions in Malabar district to be notified by the Collector ' shall be added."

Sir, section 6-A of the principal Act, gives more favourable terms in regard to paddy rent in mountainous areas than in other areas. Two taluks are mentioned therein for that purpose, namely, Wynaad and Gudalur taluks. The purpose of my amendment is to extend that concession to similar regions of other taluks. For instance, Nilambur and Attapadi in Walluvanad taluk are worse than Wynaad and Gudalur taluks. Those places are also malarial regions and the same conditions which prevail in Wynaad and Gudalur prevail there also. Therefore, I submit that my amendment is not a revolutionary one. The concession referred to may be extended also to other areas to be notified by the Collector as being similar in conditions to Wynaad and Gudalur."

The amendment was duly seconded.

* THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—" I oppose the amendment because it is not necessary, all things being considered, the necessary restrictions have been put in the Act."

8th January 1954]

MR. SPEAKER :—" The question is—

' After clause 4, *insert* the following as clause 4-A :—

" 4-A. Amendment of section 6-A, Madras Act XIV of 1930.—In section 6-A, after the words ' the Nilgiris district ', the words ' and such other like regions in Malabar district to be notified by the Collector ' shall be added." ' ' "

The amendment was put and lost.

SRI T. C. NARAYANAN NAMBIAR :—" Sir, there is an amendment of mine to the same section 6-A, namely, amendment No. 66."

MR. SPEAKER :—" I shall do one thing. I shall ask the Government to move their amendment. After it is moved, hon. Members may move their amendments."

THE HON. SRI C. SUBRAMANIAM :—" Sir, the amendment of the hon. Member introduces a new provision."

MR. SPEAKER :—" But if it comes within the scope of the Bill, I cannot help allowing it."

* THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—" Sir, I move the following amendment given notice of by me on 4th January 1954 :—

' After clause 4, *insert* the following as new clause 4-A :—

" 4-A. Amendment of section 7, Madras Act XIV of 1930.—In section 7 of the principal Act—

(i) in sub-section (1), after the words ' fair rent ' where they first occur, the words, figures and brackets ' subject to sub-sections (5), (6) and (7), ' shall be inserted;

(ii) in sub-section (2), for the word ' one-sixth ', the word ' one-eighth ' shall be substituted;

(iii) after sub-section (4), the following sub-sections shall be inserted, namely :—

' (5) Fair rent determined under section 9-CC shall not exceed twice the rent payable for the agricultural year 1949-50 and fair rent determined under section 9-G shall in no case exceed twice the rent payable for the year immediately preceding the date of the application for revision.

(6) Where fair rent under sub-sections (2) to (5) exceeds the rent payable for the year 1949-50 or for the year immediately preceding the date of the application for revision, as the case may be, the increase shall be spread over more than one year so that in no year the rent shall be more than one and a quarter times the rent payable for the year immediately preceding.

[Sri K. P. Kuttikrishnan Nair] [8th January 1954]

(7) *Notwithstanding anything contained in sub-sections (5) and (6) or section 9-E, the tenant may elect to pay in kind and, if he does so, the landlord shall be bound to accept, the share of the produce ascertained by the Rent Court in accordance with sub-sections (2) to (4).'* ' ' ' "

* SRI T. C. NARAYANAN NAMBIAR:—" I move the following amendment which stands in my name:—

' In sub-section (2) of section 7 of the principal Act, for the word " one-sixth ", substitute the word " one-twelfth " and for the word " one-third ", substitute the word " one-sixth " .

' In sub-section (3) of section 7, for the word " one-eighth " substitute the word " one-sixteenth " and for the word " one-fourth ", substitute the word " one-eighth " .

*' Add the following proviso to sub-section (3) of section 7:—
" Provided that the usufructs belonging to the landlord will be deemed to have been not existing after twelve years from the date of this enactment coming into force for purposes of calculating rent." ' ' ' "*

The motion was duly seconded.

SRI M. NARAYANA KURUP:—" Sir, we have reached the most important and the most controversial clause. Now, this subject has to be taken up along with clause 17 of the Bill which deals with section 28 of the principal Act, that is, payment of contract rent or fair rent, whichever is less. If one of these amendments is carried, then the other is out of place. Therefore, amendments to clause 17 dealing with section 28 of the principal Act as well as all the amendments to section 6-A of the principal Act will have to be moved and discussed in detail before we take a decision or before anything is put to vote."

* THE HON. SRI C. RAJAGOPALACHARI:—" I think the hon. Member Sri Narayana Kurup is quite right when he stresses the importance of this and he has also rightly stressed the contrary character of those amendments and this. That is why I rise to say that the amendment that has now been proposed by the Government meets all the difficulties, as far as the Government are able to do and, as I explained, it is fair and just, and any further extension will only make the phrase ' fair rent ' completely anomalous. We cannot say a thing is fair when we completely close the door against one party. Therefore it was that I said that hon. Members should accept the amendment of the Government as now proposed. It is complete. It may be opposed or it may be amended. It is quite right to say that both should be discussed together, but the discussion may not be prolonged. I hope hon. Members will accept the accommodation that has been given in the matter in the form of the present amendment."

MR. SPEAKER:—" I have no objection to the arrangement proposed."

8th January 1954]

* SRI C. H. KANARAN :—" There is my amendment, amendment No. 62, about the definition of ' fair rent '."

MR. SPEAKER :—" We shall take it up afterwards."

* SRI C. H. KANARAN :—" Sir, my amendment seeks to define ' fair rent ' as meaning rent as determined in accordance with the provisions of Chapter II, but when the rent so determined exceeds the existing rent, the existing rent shall be the fair rent. This is really an amendment to the amendment that has been moved."

THE HON. SRI C. RAJAGOPALACHARI :—" If one amendment is accepted, the others go."

SRI V. R. KRISHNA AYYAR :—" It is quite true that if we accept one amendment, the others are automatically rejected. That is precisely why the hon. Members Sri Narayana Kurup, Sri Kanaran and I want our amendments to be brought in at this moment, because they are all cognate things and they could be discussed and disposed of together and the Government amendment may not be isolated and picked up for being moved."

THE HON. SRI C. RAJAGOPALACHARI :—" It is a question of time. We are discussing all the amendments."

SRI V. R. KRISHNA AYYAR :—" My amendment No. 31 deals with the same subject. The subject-matter is identical. Can I move that, Sir?" 3-46 p.m.

SRI M. NARAYANA KURUP :—" Sir, I suggest that we may take section 28 first. If one is disposed of, the other could be easily disposed. This is an important matter. If we cross the hurdle here, it will be easy to cross other hurdles. As this is a very important matter, it will necessarily take some time."

THE HON. SRI C. RAJAGOPALACHARI :—" Mr. Kurup's point seems to be that the Government amendment and the other amendments may be taken up together. They contradict one another. If one is passed, the other will automatically be rejected."

SRI S. RAMALINGAM :—" The idea is that all the amendments relating to this matter may be moved and discussed."

THE HON. SRI C. RAJAGOPALACHARI :—" Yes, always the discussion is common."

SRI V. R. KRISHNA AYYAR :—" As for my amendment No. 31 . . ."

MR. SPEAKER :—" I think we have disposed of the hon. Member's amendment No. 31."

SRI V. R. KRISHNA AYYAR :—" It has not been disposed of, Sir. This relates to a different matter."

SRI S. RAMALINGAM :—" There are two amendments having the same number 31. Sri V. R. Krishna Ayyar is referring to the first amendment."

[8th January 1954]

SRI M. NARAYANA KURUP :—“ Sir, I do not claim any particular virtue for my amendment. But, inasmuch as it covers the points at issue, I think the House can consider it.”

THE HON. SRI C. RAJAGOPALACHARI :—“ The principle underlying the hon. Members' amendments is the same, viz., adoption of either contract rent or fair rent, whichever is less. Whatever be the language, this is what is mentioned in the Praja Party's resolution as well as the Communist Party's resolution. The Government want to come to some compromise.”

MR. SPEAKER :—“ It is better if we follow the amendments in the order in which they are given.”

SRI V. R. KRISHNA AYYAR :—“ My amendment No. 31 relates to the same subject. All these are connected matters. This is my amendment, Sir. (i) After item (1), insert the following new item : “ after clause (f)”

MR. SPEAKER :—“ It relates to clause 2. When we take up clause 2 for consideration and discussion, the hon. Member may move it.”

SRI T. C. NARAYANAN NAMBIAR :—“ If one amendment is accepted, the other will be rejected automatically.”

SRI K. M. SEETHI SAHIB :—“ As the matter is not very clear, I would like to have clarification from the Hon. Minister concerned or from the Hon. the Chief Minister. With regard to the ceiling now placed as to the increased rent, may I know whether it applies to garden lands as well as wet lands?”

THE HON. SRI C. RAJAGOPALACHARI :—“ I think I have made it clear that the ceilings apply to all.”

MR. SPEAKER :—“ I will ask the Government to move their amendment. Then I will dispose of amendment No. 66. If Sri V. R. Krishna Ayyar wants to move his amendment No. 31, I have no objection.”

SRI T. C. NARAYANAN NAMBIAR :—“ I think we can take amendment No. 62 also along with amendment No. 66.”

MR. SPEAKER :—“ It relates to a different clause. How can that be moved here? When we come to the clause to which it relates, we can take up that amendment.”

SRI C. H. KANARAN :—“ When we fix fair rent, we must also provide that, ‘ either contract rent or fair rent, whichever was less ’ must be adopted.”

SRI M. NARAYANA KURUP :—“ As the Hon. the Chief Minister has himself said that the Government amendment and our amendments are closely connected, I say all the amendments may be moved, discussed and voted upon.”

8th January 1954]

* THE HON. SRI C. RAJAGOPALACHARI :—“ All these amendments may be deemed to have been moved. At the end, they may be separately put to the vote of the House, if necessary.”

SRI T. C. NARAYANAN NAMBIAR :—“ I have no objection to Sri Narayana Kurup moving his amendment.”

SRI M. NARAYANA KURUP :—“ Sir, I think if the Government move their amendment, i.e., new section 28, I can move my amendment.”

* THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—“ Sir, the objection seems to be that I have not moved clause 17, as reported by the Joint Select Committee. So, I move—

‘ That clause 17 as reported by the Joint Select Committee do stand part of the Bill.’ ”

MR. SPEAKER :—“ Motion moved—

‘ That clause 17 as reported by the Joint Select Committee do stand part of the Bill.’

“ Now, the hon. Member Sri Narayana Kurup may move his amendment.”

SRI M. NARAYANA KURUP :—“ Sir, I move my amendment”

MR. SPEAKER :—“ Let the hon. Member kindly tell the number of his amendment. We have got 90 amendments or so. Unless the hon. Member gives the number of his amendment, it will be very difficult to follow him.”

SRI M. NARAYANA KURUP :—“ Sir, I move amendment No. 13 standing in my name which reads as follows :—

‘ For the proposed section 28, substitute the following :—

“ 28. The maximum rent payable by every cultivating tenant, of a holding other than a kanomdar or a customary verumpattomdar, every tenant of a commercial site who is entitled to fixity of tenure under the Act, every tenant of a kudiyiruppu, every holder of an ulkudi and every holder of a kudikidappu shall be fair rent fixed under this Act or the rent which he has been paying before, if such rent is less than the rent thus fixed.” ’ ”

SRI K. T. SREEDHARAN :—“ I second the amendment, Sir.”

MR. SPEAKER :—“ Motion moved—

‘ For the proposed section 28, substitute the following :—

“ 28. The maximum rent payable by every cultivating tenant, of a holding other than a kanomdar or a customary verumpattomdar, every tenant of a commercial site who is entitled to fixity of tenure under the Act, every tenant of a kudiyiruppu, every holder of an ulkudi and every holder of a kudikidappu shall be fair rent fixed under this Act or the rent which he has been paying before, if such rent is less than the rent thus fixed.” ’ ”

[8th January 1954]

3-50
p.m.

SRI M. NARAYANA KURUP :—“ Sir, before speaking on

my amendment, I will have to refer to the proposed section 28 which reads as follows :—

‘ 28. Every cultivating tenant of a holding other than a kanomdar or customary verumpattamdar, every tenant of a commercial site who is entitled to fixity of tenure under this Act, every tenant of a kudiyiruppu, every holder of a protected ulkudi and every holder of a kudikidappu shall be bound to pay to his landlord—

(a) in case fair rent has been determined under section 9-CC, such fair rent as modified in appeal, if any, under section 9-D,

(b) in case there has been no such determination, the rent agreed to by both the parties to be the fair rent payable in accordance with the provisions of sections 4 to 9-B,

(c) in case there is no such agreement, the fair rent, if any, fixed under this Act, as it stood before the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), or

(d) in case no fair rent has been fixed as aforesaid, the rent payable according to the contract, express or implied between the parties :

Provided that in the case mentioned in clause (a), where there is a contract, the tenant shall, until the expiration of the period of contract, pay at his choice, either the contract rent or the fair rent and shall thereafter pay the fair rent.’

The main difference is with regard to the question as to what is the rent payable by a tenant, when to-day he is paying a lesser amount. I do not want to say much in detail because of the fact that the tenants in Malabar to-day are paying very exorbitant rent. One hon. Member gave a very rosy picture of the income of the tenants. But it is our experience and it is the experience of all that what the tenant gets to-day is not what is fixed or determined by the Tenancy Act, but very much less. As you know, the 1930 Act fixed the tenant's share of the income as one-third of the net produce. But as has been observed by everyone who went into the question, land especially South Malabar is notoriously and grievously rack-rented. Not only that. It was in 1953 that an American expert who was engaged by the Government of India to advise them on agrarian questions that observed, after a careful survey of the conditions in Malabar and Tanjore, that the cultivating tenants were giving the landlords 75 per cent of the gross-produce. You will contrast this 75 per cent which the tenants give to the landlords with the one-third net which they are entitled to. Therefore it is that we plead for the intercession of the Government to reduce the rack-rent. The Government have often interfered and always interfered to protect the weaker section which is in this case the tenant class. The enactments made by the Government were always intended to protect the tenant and to give him relief in respect of the contract wherever the tenant had contracted more favourable terms. It has never been the practice for the Government to say that the tenants must pay more. It is exactly in this respect that my amendment differs from the Government amendment. The simple question before the House is whether in a tenancy legislation as a result of the measure which the Government bring forward the tenants' burden should be increased or whether the existing state

8th January 1954] [Sri M. Narayana Kurup]

of things should continue where the tenant has got advantageous terms. The Hon. the Chief Minister said that words were immaterial. But I do believe that words are material, very material in dealing with such a question. The expression 'contract rent or fair rent, whichever is less' will not suffice because we know what is meant by 'contract rent'. It means this legally. Suppose a tenant has taken lands on lease for a particular period of years. Within that period it will be construed as contract rent. But all those who are acquainted with conditions in Malabar know that the leases especially in respect of paddy lands are registered only for one year and even leases for longer periods are only 'holding over'. Leases may be for sixty years and the lessee may be holding the land under the same conditions. That is why I have said the liability of the tenant is to pay only the fair rent or the existing rent whichever is less.

"Then, Sir, I most vehemently oppose clause (b) of the proposed section 28, because, as I said, the aim of the Government should be to give protection to the tenants against contracts. This clause means to give legal sanction to contracts entered into by parties even though it might be that the rent is higher than the rate fixed by this enactment. It says—

'(b) In case there has been no such determination, the rent agreed to by both the parties to be the fair rent payable in accordance with the provisions of sections 4 to 9-B.'

Take the case where a tenant has filed a petition to get the hundred rupees rent that he has been paying reduced to a reasonable level. If the landlord is able to get the signature of the tenant to a document saying that the rent was Rs. 150, then this clause (b) will validate that agreement. I can understand if complete fixity is given to the tenant. But that is not given. Still we have a provision which is capable of such interpretation as I pointed out. Therefore, it is such a mischievous clause which is not to be found in any other tenancy legislation.

"Then the proviso says—

'Provided that in the case mentioned in clause (a), where there is a contract, the tenant shall, until the expiration of the period of contract, pay at his choice, either the contract rent or the fair rent and shall thereafter pay the fair rent.'

This is definitely in favour of the landlord. You will find, Sir, there is a principle embodied here that where the terms of the contract are favourable to the tenant, the Government say that he must pay the higher rent. Take for instance, the clause dealing with pepper. There it is said that the rent payable by the tenant is one-sixth and that it must be paid every sixth year and every 12th year. But there also there is a proviso saying that if the tenant has contracted for payment every year, that should be paid accordingly. We know that it is the most oppressive provision."

MR. SPEAKER :—"The hon. Member is making a very long speech."

[8th January 1954]

SRI M. NARAYANA KURUP:—“ I am contrasting this to show that where the contract is favourable to the landlord, it is given effect to and where it is favourable to the tenant it is given the go-by. If such provisions are included in the Bill, the Government must be prepared to face the accusation that they intend to favour the landlord wherever possible. I strongly press that the tenant's liability should never be increased and that it should continue as it is. I, therefore, commend my amendment to the House for its acceptance.”

* SRI V. R. KRISHNA AYYAR:—“ Sir, in seconding the amendment, I have hardly a word to add to what Mr. Narayana Kurup has mentioned. The Hon. the Chief Minister has been saying in season and out of season that the notion of fairness will always be adhered to and that fair rent will be really fair. It is like saying that if it is in favour of the tenant, then the fair rent should be denied and if it is against him, then it should be given effect to. This is the very basic notion of the Government and this is most unjust. It is not mere legalistic argument that I put forth. I want that the system of compelling the tenant to pay a rent that is unreasonable should be put an end to.

4 p.m. “ Public opinion has all along been that the existing rents which are high should be brought down so that these poor gullible folk, I mean, the poor tenants might carry on their work with satisfaction. But what is now sought to be done is a strange thing. All along the fair rent has been less than the contract rent agreed to between the landlords and tenants, because the landlords had the upper hand and they dictated their own terms and the poor tenants for fear of eviction agreed to those terms. This was the state of affairs prior to 1951. But after 1951 Act when some sort of fixity of tenure was given to the tenant and fair rent was fixed statutorily by the Rent Settlement Authority the provision was laid down giving the option to the tenant to pay either the contract rent or fair rent whichever was less. But that provision is now deleted. It is an accepted principle, in fact it has been the accepted policy of the people of Malabar irrespective of party affiliations to stick to that principle enabling the tenant to pay whichever was less. That was what the former Ministry also accepted when the 1951 Act was passed and put into force from 15th March 1952. I do not know by what logic it is now proposed to delete that valuable provision. If the Hon. Chief Minister were to characterize this important provision as simply a verbal one without attaching the importance it deserves, may I crave his indulgence to accept the amendment of Mr. Narayana Kurup which is more or less on the same lines as mine and which in fact stipulates that the maximum rent which a cultivating tenant has to pay in respect of a holding for which fixity of tenure has been given shall be the fair rent fixed under this Act or the rent which has been paying before, if such rent is less than the rent thus fixed. In fact, it has been the cry all along from all quarters of Malabar that the poor cultivator should not be rack-rented and that he should be given some protection. When with that laudable object this tenancy legislation is brought forth, I do not see any reason

8th January 1954] [Sri V. R. Krishna Ayyar]

why this provision, prohibiting the tenant from paying either the contract rent or fair rent whichever is less, a provision on which the whole crux of the problem lies, is now deleted. May I appeal to the good sense of the Hon. Chief Minister if only verbal stipulations alone hurt his conscience, to accept the amendment of Mr. Kurup to which I had already referred. As I have stated before let us not do away with the salient provision in the original Act enabling the tenant to pay the lesser of the contract or fair rent, when all along the cry has been there that the poor cultivator should be given security and all that. Let us understand that it is the landlord who has the upper hand. If you do not give the benefit of paying the rent which is less of the two, to the tenant, then he has no other go but to pay the landlord the contract rent which in all probability will be higher than the fair rent. That is the pitiable situation in which the tenant is placed. Let us remember that. In fact if one were to ascertain public opinion in Malabar, there will be only one voice and that voice will be in support of the provision enabling the tenant to pay the rent either the contract or fair rent whichever is less. In fact, that has been what the tenants had been clamouring for all along. So, I request that either my amendment or Mr. Kurup's amendment running on similar lines may be accepted. I do not know how the Hon. Chief Minister thinks that, by accepting this amendment, the notion of fairness would be violated. On the other hand, I am inclined to think that the acceptance of that amendment would, on the other hand, strengthen the hands of the tenant, for whose welfare this tenancy reform is contemplated."

MR. SPEAKER:—"Let Sri Seethi Sahib now move his amendment."

SRI K. M. SEETHI SAHIB:—"I now move my amendment:—

'For the existing proviso under the proposed section 28 (d) (of the principal Act and now clause 17 of the present Bill), substitute the following:—

"Provided that in the case mentioned in clause (a) where there is a contract, express or implied, the tenants shall pay the contract rent or the fair rent whichever is less."'"

The amendment was duly seconded.

* SRI K. M. SEETHI SAHIB:—"While moving my amendment, let me also support the amendment of Mr. Krishna Ayyar and Mr. Kurup, for all these try to fulfil the same purpose, by enabling the tenant to pay the rent either the contract or fair rent, whichever is less. There seems to be an opinion that the existing rent, I mean, the contract rent which has been agreed to be paid by the tenant to the landlord, was fixed many years back and that it is reasonably liable to be revised, occasionally. Evidently it is thought that that rent is very low. But I think people forget the fact that these rents were subject to periodical revisions every twelve years and that when renewals were effected, the rents were

[Sri K. M. Seethi Sahib] [8th January 1954]

enhanced. Thus the contract rent that is prevalent now is the result of periodical revisions and looking at it from the tenants' point of view it is fairly high and hardly within his capacity to pay. Now that fixity of tenure is assured for the tenant and there is provision for fixation of fair rent, it is but fair and reasonable that the tenant should be allowed to pay either the fair rent or in case the fair rent is not fixed, and he is bound by the contract he had entered into between himself and the landlord, the contract rent whichever is less. The tenant should be given the opportunity to choose the lesser of the two. I think it is but fair and reasonable that our amendment seeking to provide the benefit of paying the rent which is less, is fair and reasonable. I think the acceptance of that amendment would go a long way to satisfy the needs of the peasants and improve the relationship between the landlord and tenant, which is so necessary to step up food production. My amendment as well as the amendments of Mr. Krishna Ayyar and Narayana Kurup are on almost identical terms. Any one of the amendments may be accepted."

MR. SPEAKER :—" I think, Mr. Shafee has also given notice of the same amendment. Let him formally move it."

SRI KUNHI MUHAMED SHAFEE :—" Sir, I move—

' For the existing proviso under the proposed section 28 (d) (of the principal Act and now clause 17 of the present Bill), substitute the following :—

" Provided that in the case mentioned in clause (a) where there is a contract, express or implied, the tenants shall pay the contract rent or the fair rent whichever is less." "

The motion was duly seconded.

MR. SPEAKER :—" Motion moved—

' For the existing proviso under the proposed section 28 (d) (of the principal Act and now clause 17 of the present Bill), substitute the following :—

" Provided that in the case mentioned in clause (a) where there is a contract, express or implied, the tenants shall pay the contract rent or the fair rent whichever is less."

" I think Mr. Gopalan wants to move an amendment. Let him move it."

SRI K. P. GOPALAN :—" Sir, I move—

' In the proviso to the proposed section 28 (d), for the words " pay at his choice, either the contract rent or the fair rent and " substitute the words " pay either the contract rent or the fair rent, whichever is less, and " .'

" While moving my amendment, I also support the amendment moved by M. Narayana Kurup."

SRI P. K. GOPALAKRISHNAN :—" I second it."

8th January 1954]

MR. SPEAKER :—“ Motion moved—

‘ In the proviso to the proposed section 28 (d), for the words “ pay at his choice, either the contract rent or the fair rent and ” substitute the words “ pay either the contract rent or the fair rent, whichever is less, and ”.’ ”

* SRI P. K. GOPALAKRISHNAN :—“ While supporting the amendment, I wish to point out the necessity for allowing the tenant to pay the fair rent or contract rent whichever is less. This is an important provision. The Hon. Chief Minister has not taken care to point out how the fair rent is arrived at. He seems to be under the impression that the fair rent in fact is much lower than the contract rent. It is not true. In the fixation of fair rent proper allowance should be made for cultivation expenses. That has not been taken into account. I shall now come to the coconut gardens. The Hon. Law Minister had now come forward with an amendment proposing that rent should be one-eighth of gross-produce. It may be in certain areas that the cultivation expenses are low. But that cannot be taken into account in arriving at the fair rent. It should be noted in this connexion that watering and manuring of coconut gardens costs much. It is the tenant who has to undertake all these works. Therefore when we take the gross-produce into account for fixation of fair rent, we must make due allowance for cultivation expenses, viz., the labour which the tenant had undertaken to raise the produce. The same is the case in respect of cultivation in wet lands in Malabar. But what do we find in this Bill? The valuable suggestion enabling the tenant to pay either the contract rent or fair rent whichever is less is removed. If that is not acceptable to those sitting in the Treasury Benches at least Mr. Narayana Kurup’s amendment may be accepted.”

* SRI T. C. NARAYANAN NAMBIAR :—“ I am supporting the amendment just moved. In fact, all the amendments given notice of by us are almost identical in the respect that we want to reduce the burden on the poor tenant. From time immemorial the cry has been there to lessen the rack-renting of tenants. But now what is done? Not only is the valuable provision enabling the tenant to pay either the contract rent or fair rent whichever is less is removed from the original Bill drafted in 1950 but the power to increase the rent is now provided for. I say unless and until the original provision enabling the tenant to pay either the contract or fair rent whichever is less is restored, all the tenants of Malabar would be doomed. If the present state of affairs continue, the poor tenants have got to pay 100 or 150 per cent more than the rent which they should normally be expected to pay.”

* DR. K. B. MENON :—“ I wish to make a last minute appeal to the Hon. the Chief Minister not to press his point of view. I know that in 1951 when Sri Madhava Menon introduced his last Bill, this provision of contract rent or fair rent, whichever was less, was there. The Congress mind then was like that and I do not know of anything that has happened during the last two or three years that has made the Congress change its mind. If the

[Dr. K. B. Menon]

[8th January 1954]

Congress was fair then, I wish the Congress to be fair to-day and I therefore appeal to the Hon. the Chief Minister not to press the Government amendment."

* THE HON. SRI C. RAJAGOPALACHARI:—"Sir, every attempt has been made to put a political complexion, a political interpretation and a political consequence on what is now going on. I do not think that we should look at things in that way. A great deal of argument was advanced by Sri Narayana Kurup that all these things show one by one that the Government are in favour of landlords. If he thinks that anything can be gained for his party or for his Friends by enunciating such a construction, he is free to do so. But the Government are not ashamed of being just, whether it is in favour of the landlord or whether it is in favour of the tenant. It is not any definite policy of the Government to favour one or the other. There is no creed or dogma to be accepted in this matter. It has been suggested that it should be a dogma with the Government always to be in favour of the tenant as against the landlord. Why? It is because the tenants are the class of people who are larger in number and therefore it is 'public opinion' and the opinion which is in accordance with justice. If it is in favour of the landlords, it is the opinion of a smaller number of people and therefore it is not 'public opinion' and should be rejected. Sir, all this is fallacious. It is extremely bad besides being fallacious. We should all decide to do things justly. Now, it was rightly pointed out to me and it was again indicated here that if it is a question of rack-rent we should try to reduce it till it reaches the normal level. But all the information that we have had—at any rate that I have had—is that the landlords in Malabar have dealt with their tenants far more justly, far more kindly and far more humanly than landlords in other places. That is my impression. It is no good looking at a few odd big janmis and getting jealous of their good condition and way of living and then imagining that everybody is badly treated. Hon. Members coming from Malabar do not know or care to compare the ratios that are prevailing between the landlord's share and the tenant's share in other parts of the country. Otherwise, they would not have been saying all this and they would be more grateful to the generous janmis who have been fair hitherto. But we need not come to a decision on that. Opinions may differ. Now, because it was alleged that the basis of the whole thing is the fairness of what is called the 'fair rent', if that is correct, then it will be agreed that 'fair rent' should be fair rent for either side. I accept that proposition. I asked them where the basis was wrong. After considering the matter further, we said that the cultivation expenses in the case of paddy lands should be raised to 25 paras instead of 22 paras. With regard to coconut gardens, it was mentioned that the labour that the tenant puts in over raising coconut plantations should be taken into account and that a large handicap must be given in his favour. We admitted that and that is why the ratio is further reduced in the case of coconut garden lands. Now, taking all these things into consideration, we have tried to make

8th January 1954] [Sri C. Rajagopalachari]

out a formula for just treatment of the tenants. It has allowed for the mistakes that are possible and we have presented this formula. If this is all taken together without forgetting one when we are dealing with another, it will be seen that the formula which the Government have evolved by this amendment makes the whole thing quite fair and proper. Then again it was said that a sudden rise in prices may happen. If a thing is shared in a particular ratio, say 1/6th or 1/8th or 1/12th, both the landlord and the tenant get their corresponding share because it is in kind, but when it is converted into money, then the question of prices comes in and in recent times prices have risen very high. So when there was no fixity, the landlord was agreeable to take a very low rent converted into money so to say for he was content with it and that is why I say that the landlord in Malabar is better than the landlords elsewhere. He was content with it for a long time. Can we hit him in both ways? We must either make it possible for him to get a better tenant or we must allow him to get a fair rent from court. That is what is provided for. Then it was said that even though it may be just in terms of money value according to present day prices of commodities like coconuts, pepper and the like, it may be too much of a sudden rise. It was asked: 'Last year the tenant was paying Rs. 5. Is he to pay Rs. 175 this year?'. He won't be asked to pay Rs. 175. If last year he was paying a rent of Rs. 5. it can never go beyond Rs. 10 and that too spread over a number of years before that Rs. 10 is reached. But if we exaggerate the premises, we get these anomolous results. If last year a man was paying Rs. 5 and if he is asked to pay Rs. 20 now, it may be wrong. Under the present proposal you cannot raise it to more than Rs. 10 at the most. Even if you go to a court, it cannot be increased beyond this. Very probably you will get decree for a much smaller sum. If what is unexpected happens and it is doubled, then it has to be spread out. Therefore, I submit that we have met the difficulties from every point of view and the House should be one in accepting this. But I am sorry that parties are eager to push their own case forward and make out that the Government are bad and favouring the landlords. We will try to meet such propaganda as best as we can."

SRI M. NARAYANA KURUP :—" Sir, the Government said that they were not ashamed of the position taken by them and we on our part are not the least ashamed for the position taken by us which we think is just. The Hon. the Chief Minister made out that the landlords of Malabar were very generous and he will not give credence to anything that we are saying because it comes from the Opposition. He need not believe us, but I will quote a paragraph from the speech of ex-Minister Sri Madhava Menon who introduced the Bill describing the pitiable condition of the tenants of Malabar. He said: 'As I said now, the present position of rent in Malabar, ordinarily—of course, there may be exceptions—is that the actual cultivator gets very little from the land. In Malabar, the landlord does not spend anything by way of seed, or cultivation expenses or fertiliser or manure; but the

[Sri M. Narayana Kurup] [8th January 1954]

seed and entire cost of cultivation are borne by the tenant and so the tenant practically gets nothing; but perhaps in some cases he may get some straw."

THE HON. SRI C. RAJAGOPALACHARI:—"After all that long and eloquent speech, he has reduced it to a certain extent and we are reducing it more. What is the point of reading that speech?"

SRI M. NARAYANA KURUP:—"He might have reduced it in spite of himself!"

THE HON. SRI C. RAJAGOPALACHARI:—"But he has made a generous speech!"

4-20
P.m.

SRI M. NARAYANA KURUP:—"Under the 1951 Act, the rent could not be increased in the first five years and even with regard to the rest it was spread over a period of 15 years with the result that the entire rent would be claimable only at the end of 20 years. Can the Government contend that the provision which they have now made is an improvement over section 28 of the 1951 Act? The principle that we have advanced is a principle which is accepted by all jurists and by persons who have had anything to do with this subject on governmental side. Sri N. Raghavendra Rao who considered this question aptly says that in cases where the prevailing rent is lower than the fair rent fixed, he would recommend no change and that the existing rate which has been in force for a long time may be presumed to be fair according to the general principles of fixing the rent and allowed to continue. I have nothing to add to this."

* SRI T. C. NARAYANAN NAMBIAR:—"On a point of personal explanation, Sir. The Hon. Chief Minister said that we were advocating this principle for propaganda purposes and that it was all a competition or race between parties. It is not at all so. In 1948 the Government convened a conference at Kozhikode in which different interests participated. This principle was unanimously accepted by the conference. This is a life and death question for the Malabar peasants. That is why we are pressing the principle."

"It was argued that the Government should be fair to all parties. That is right. As far as landlords are concerned, in certain cases the rents are very low. I have got a paramba in Narath village. At present the landlord is a Nambudri, manager grandfather's property. He thought it was his pride and glory to of a temple. We are paying only a nominal rent. It was my be the tenant of a Nambudri, the manager of a temple. So he leased out his land in favour of the temple and he became a tenant of course on a very nominal rent. But actually the land was in our hands."

8th January 1954] [Sri T. C. Narayanan Nambiar]

“ That is why, Sir, in certain cases the rent is very low. But now, if this principle of contract rent or fair rent whichever is less is not accepted and the provision made by the Government stands as it is, the rent can be enhanced considerably. That is the reason why I say that the principle contained in the amendment moved by Sri M. Narayana Kurup should be accepted by the Government.”

* THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—“ Mr. Speaker, Sir, I oppose the amendments. We have taken into account the share payable by the tenant as fixed by the 1951 Act. We have taken samples from each taluk and I may tell the House that nowhere is the rent enhanced to two, three or four times. Only in Fort Cochin, there is a rise from the existing rate of rent. Reference was made to the remarks of Sri K. Madhava Menon. The then existing condition was bad. A committee was formed and in that committee all these things were considered. Sri E. M. Sankaran Namboodiripad was a member of that committee and he also gave a minute of dissent to the report of that committee. Then none of the members raised the point that the rent fixed was excessive. In spite of that, we had talks with the Members of the Opposition and reduced the rent still further. Even for the enhancement, we have provided a ceiling limit of twice the existing rent and the increase is spread over a number of years. There is another factor also which we have taken into consideration. The landlord is not at liberty to go to the Rent Court for the determination of fair rent for three years from the date of the commencement of this Act. So for three years the rent will not be enhanced, unless the tenant himself applies to the Court and gets it enhanced. I think the proportion that we have fixed in the Bill is reasonable.”

SRI T. C. NARAYANAN NAMBIAR :—“ Under Madhava Menon's Act of 1951, the period is five years, but under this Act it is three years.”

THE HON. SRI C. RAJAGOPALACHARI :—“ Are we now competing with Sri Madhava Menon or making a law? ”

MR. SPEAKER :—“ The question is—

‘ For the proposed section 28, substitute the following :—

“ 28. The maximum rent payable by every cultivating tenant of a holding other than a kanomdar or a customary verumpattomdar, every tenant of a commercial site who is entitled to fixity of tenure under the Act, every tenant of a kudiyiruppu, every holder of an Ulkudi and every holder of a Kudikidappu shall be fair rent fixed under this Act or the rent which he has been paying before if such rent is less than the rent thus fixed.” ’

The amendment was declared lost.

[8th January 1954]

A poll was demanded and the House divided thus :—

Ayes 38.

4-30 p.m. Sri C. Ahmed Kutti.
 „ T. S. Ardhanari.
 „ A. Ayyaru.
 „ V. Balakrishnan.
 „ M. Chadayan.
 „ P. Chokkalingam.
 „ P. K. Gopalakrishnan.
 „ K. P. Gopalan.
 „ K. C. Gopalan Unni.
 „ M. Kandaswami Kandar.
 „ C. H. Kanaran.
 „ M. Kattimuthu.
 „ S. S. Kolkebail.
 „ O. Koran.
 „ V. R. Krishna Ayyar.
 „ R. Krishnan.
 „ E. T. Kuthan.
 „ Kunhi Mohamed Shafee.
 „ P. Kunhirama Kidav.

Sri C. Kunhirama Kurup.
 „ K. Madhavan Nambiar.
 Dr. K. B. Menon.
 Sri K. Moidu.
 „ M. Mottayan.
 „ M. Narayana Kurup.
 „ M. Narayana Nambiar.
 „ T. C. Narayana Nambiar.
 „ M. Palaniandi.
 „ P. B. K. Rajachidambaram.
 „ K. T. Raju.
 „ S. Ramalingam.
 „ P. Rangaswami Reddiar.
 „ V. Sankaranarayana Menon.
 „ K. M. Seethi Sahib.
 „ K. T. Sreedharan.
 „ A. K. Subbiah.
 „ P. Venkatesha Sholagar.
 „ K. Vinayakam.

Noes 66.

Sri L. Anandan.
 „ T. Ananta Pai.
 „ A. Appu.
 „ K. S. Ardhanareswara Gounder.
 „ R. S. Arumugam.
 „ S. R. Arumugam.
 „ V. Arumugam.
 „ B. Bhakthavatsala Naidu.
 „ V. S. Chinnaswami Naidu.
 „ Chinnathambi Thevar.
 „ V. Darmalinga Nayakar.
 „ T. P. Elumalai.
 „ N. Gopala Menon.
 „ G. Govindan.
 „ H. M. Jagannatham.
 „ T. M. Kaliannan.
 „ M. Kandasamy Padayachi.
 „ P. G. Karuthiruman.
 „ P. S. Krishnasami Ayyangar.
 „ V. Krishnaswami Padayachi.
 „ R. Krishnaswami Naidu.
 „ R. Kuppuswamy.

The Hon. Sri K. P. Kuttikrishnan Nair.

The Hon. Sri M. A. Manickavelu Naicker.

Sri P. G. Manickam.

„ Y. Manjaya Shetty.

„ M. Marimuthu.

„ M. S. Mogral.

„ N. Mounaguruswamy Naidu.

„ M. S. Muniswami Pillay.

„ V. Muthu.

„ M. C. Muthukumaraswami.

Sri B. K. Nallasamy.

„ O. A. Nanjappa.

„ L. C. Pais.

„ R. M. Palaniappan.

„ V. C. Palanisami Gounder.

„ S. Panchaksharam.

„ N. Rajagopal.

„ C. Rajam Ramasami.

„ K. Rajaram.

„ A. Ramachandra Reddiar.

„ N. Ramakrishna Ayyar.

„ V. K. Ramasamy Mudaliar.

„ S. Ramasamy Naidu.

„ P. S. Rangasamy Naidu.

„ A. Sambasivam.

„ E. K. Sankara Var na Raja.

„ T. V. Sannasi.

„ P. Selvaraj.

The Hon. Sri A. B. Shetty.

Sri Somasundara Gounder.

The Hon. Sri C. Subramaniam.

Sri I. K. Subramania Pillay.

„ M. Subramania Nayakar.

„ R. Thangavelu.

„ M. D. Thiagaraja Pillay.

„ S. Thinnakarasi Thever.

„ P. K. Thirumurthi.

„ G. Vagheesam Pillay.

„ B. Vaikunta Baliga.

„ O. Venkatasubba Red di.

„ S. Venkatrama Ayyar.

„ K. Venkatramana Gowda.

„ K. Venkataswamy Naidu.

„ S. C. Virupakshiah.

Neutral—Nil.

Ayes—38.

Noes—66.

Neutral—Nil.

The amendment was lost.

4-41 p.m. The amendments of the hon. Members Sri Seethi, Shafee and Sri Gopalan were, by leave, withdrawn.

SRI M. NARAYANA KURUP :—“ Of course, my amendment has been defeated. But the proposed section 28 has a number of clauses. So, the amendment to this section may be put to the vote of the House clause by clause.”

8th January 1954]

MR. SPEAKER :—" I am going to put clause 17 to the vote of the House. When we come to section 28, we can consider that."

SRI M. NARAYANA KURUP :—" I request the Chair to put it to the vote of the House clause by clause."

MR. SPEAKER :—" I do not understand what the hon. Member says. I am going to put clause 17 to the vote of the House."

SRI M. NARAYANA KURUP :—" I have not been correctly understood, Sir. Clause 17 makes amendments to section 28 of the principal Act. There are so many clauses in this section. I request that those clauses may be put to vote separately."

MR. SPEAKER :—" It is a wrong procedure."

SRI M. NARAYANA KURUP :—" I submit it is quite within the competence of the Chair to put to vote each clause separately when there are various clauses in a section."

MR. SPEAKER :—" The Speaker can separate them but we should not do a thing in the wrong way."

Then clause 17 was put and carried.

MR. SPEAKER :—" I shall now put the amendments of the hon. Member Sri Narayanan Nambiar. The question is—

' In sub-section (2) of section 7 of the principal Act, for the word " one-sixth ", *substitute* the word " one-twelfth " and for the word " one-third ", *substitute* the word " one-sixth ".

' In sub-section (3) of section 7, for the words " one-eighth ", *substitute* the word " one-sixteenth " and for the word " one-fourth ", *substitute* the word " one-eighth ".

' Add the following proviso to sub-section (3) of section 7 :—

" Provided that the usufructs belonging to the landlord will be deemed to have been not existing after twelve years from the date of this enactment coming into force for purposes of calculating rent." "

The amendments were put and lost.

MR. SPEAKER :—" I shall now put the Government amendment, namely, amendment No. 4 to vote. The question is—

' 4. After clause 4, *insert* the following as new clause 4-A :—

" 4-A. Amendment of section 7, Madras Act XIV of 1930.—In section 7 of the principal Act—

' (i) in sub-section (1), after the words " fair rent " where they first occur, the words, figures and brackets " subject to sub-sections (5), (6) and (7)," shall be *inserted*;

[Mr. Speaker]

[8th January 1954]

(ii) in sub-section (2), for the word "one-sixth", the word "one-eighth" shall be substituted;

(iii) after sub-section (4), the following sub-section shall be inserted, namely:—

"(5) Fair rent determined under section 9-CC shall not exceed twice the rent payable for the agricultural year 1949-50 and fair rent determined under section 9-G shall in no case exceed twice the rent payable for the year immediately preceding the date of the application for revision.

(6) Where fair rent under sub-sections (2) to (5) exceeds the rent payable for the year 1949-50 or for the year immediately preceding the date of the application for revision, as the case may be, the increase shall be spread over more than one year so that in no year the rent shall be more than one and a quarter times the rent payable for the year immediately preceding.

(7) Notwithstanding anything contained in sub-sections (5) and (6) or section 9-E, the tenant may elect to pay in kind and, if he does so, the landlord shall be bound to accept, the share of the produce ascertained by the Rent Court in accordance with sub-sections (2) to (4) " " " "

4-50 p.m. The amendment for the insertion of a new clause 4-A was put and carried.

Clause 5.

* SRI C. H. KANARAN :—" I move the following amendment that stands in my name:—

'In item (i), for the words "sixth year" substitute the words "tenth year".'

"സാർ, കരുമുളകു തോട്ടങ്ങളെ സംബന്ധിച്ചു കെ. പി. സി. സി. ഒരു സബ് കമ്മിറ്റിയെ നിയമിച്ചിരുന്നു. ആ സബ് കമ്മിറ്റി:പാലും 1/8 എന്ന് ശുപാർശ ചെയ്തിട്ടുണ്ട്. ആറിലൊന്നെന്നുള്ളത് പത്തിലൊന്നെന്നാക്കണമെന്നാണ് എന്റെ ഭേദഗതി. കരുമുളകു കൃഷിക്ക് ചെലവു വളരെയുണ്ട്. മറ്റുള്ള വിളവുകൾക്ക് നിശ്ചയിക്കുന്നതു പോലെ കരുമുളകിന് നിശ്ചയിക്കുന്നതു ശരിയല്ല. കരുമുളകു തോട്ടങ്ങളുടെ വില നോക്കിയാൽ, സ്ഥലങ്ങൾ തുല്യമായ വിലക്ക് വാങ്ങിയിട്ടുള്ളവയാണ്. ഏക്കറിന് നൂറു രൂപ കയിലധികം ആവുകയില്ല. എന്നാൽ കൃഷിചെലവു ഏക്കറിന് 2,500 രൂപയിലധികം വരും. ആറിലൊന്നാണ് ജന്മിയുടെ അവകാശമായിട്ട് കണക്കാക്കിയിരിക്കുന്നത്. കെ. പി. സി. സി. സബ് കമ്മിറ്റിതന്നെ പറയുന്നത് 1/8 കൊടുക്കണമെന്നാണ്. ആൻ 1/10 എന്നേ എം.ൻ. ഭേദഗതികൊണ്ടുദ്ദേശിക്കുന്നുള്ളൂ. ഗവർണ്മെന്റ് അതു സ്വീകരിക്കുമെന്നു വിശ്വസിക്കുന്നു."

* SRI T. C. NARAYANAN NAMBIAR :—" I second the amendment, Sir. In doing so, I wish to mention one or two points. As far as garden lands are concerned, we have made our position clear. Even according to the existing provision of the Malabar Tenancy Act, the rent is three times the assessment in the case of dry lands. It is by the sweat and toil of the tenants that these pepper vines are grown. I do not see any justice in demanding that one-sixth has to be paid. Under the existing provisions

8th January 1954] [Sri T. C. Narayanan Nambiar]

relating to tenants' vines in garden lands, one-eighth of the produce is the fair rent. As the dry lands are far inferior to garden lands, the rent must be of a lesser proportion. In the case of these dry lands, the tenants have to spend quite a lot of money for making improvements. The tenants should not be penalised for the additional labour that they put and for the additional expenditure that they have to incur on these dry lands. So I request that this amendment may be accepted."

MR. SPEAKER :—" Motion moved—

' In item (i), for the words " sixth year ", substitute the words " tenth year " . ' "

* SRI V. R. KRISHNA AYYAR :—" I have only a word just to point out whether there is any justice or fairness in this provision. In the case of dry lands, I wish to submit that they are far inferior to garden lands. That being so, the tenants on dry lands should not be asked to pay the same share to the landlord as the tenants cultivating fertile lands. Such a provision is against all sense of justice. If the Government think that this is a just provision, then it is all right. Let them think so. But the fact is, it is against all canons of justice. Even the K.P.C.C. Special Committee which was appointed to study the agrarian problem came to the conclusion that the tenants who raise these pepper gardens by their own labour should be shown some consideration and should not be asked to pay the same share as other tenants cultivating fertile lands. I therefore submit that the amendment may be accepted."

SRI M. NARAYANA KURUP :—" Sir, I have a request to make the Hon. Speaker. If I remember aright, on former occasions when Bills were considered, every sub-clause used to be put by you for discussion as well as vote."

MR. SPEAKER :—" Can the hon. Member please tell me when I put the sub-clauses? I have put only the clause as a whole for discussion as well as vote."

SRI M. NARAYANA KURUP :—" In some cases, the Hon. Speaker has put the sub-clauses one by one and then the clause as a whole to the vote of the House. So . . . "

MR. SPEAKER :—" Can the hon. Member point out one instance from the Official Proceedings in which I have done in the manner suggested by the hon. Member? I am sure I would not have done that. I would have put only the clauses as a whole and not sub-clauses."

SRI M. NARAYANA KURUP :—" Where the various sub-clauses of a particular clause deal with an important matter and where they are different, they have been put to the vote of the House."

[8th January 1954]

MR. SPEAKER :—" Let me again tell the hon. Member that I would not have put sub-clauses to the vote of the House. I would have put only the main clauses to the vote of the House."

SRI M. NARAYANA KURUP :—" Sir, I have given notice of an amendment (No. 5) to omit item (iii) of clause 5 which deals with contract rent. It is provided that the tenant is liable to pay the rent in the sixth year and then in the 12th year. The effect of the proviso is that if there is a contract, the tenant will be liable to pay one-sixth in each year. The bone of contention between the landlord and the tenant is, what is the rent payable and what is the share that each should get. If it is fixed as once in six years or once in twelve years, the landlord will take the entire produce at the 12th year or the 6th year as the case may be, and there will be no controversy. Otherwise, there will be interminable controversy between the landlord and the tenant and the tenant will be subjected to considerable harassment. Therefore, I wish to say that no useful purpose will be served by inserting the proviso. It will only embitter the relationship between the landlord and the tenant. The usual practice in these areas is for the landlords to take the share in the sixth year and then in the twelfth year. Therefore, this unnecessary and harassing proviso need not be incorporated in this clause."

* SRI K. P. GOPALAN :—" Sir, I move my amendment No. 28 which reads as follows :—

"In item (i), for the words "every sixth year" substitute the words "every eleventh year"."

SRI R. KRISHNAN :—" I second the amendment, Sir."

SRI K. P. GOPALAN :—" Sir, I come from a constituency where there are thousands of acres of pepper gardens. So I know the position of the pepper gardeners very well. If we take into account the condition of pepper growers, I can say without fear of contradiction that the properties of 90 per cent of them have been mortgaged. Especially in North Malabar, there is a custom according to which every fifth year, the janmis' or landlords' agent will go to the tenant and he will fix the yield. He will fix it in such a way as to enable the landlord to get a larger share. That is the custom obtaining in North Malabar, especially in Payyanur firka. Owing to some reason or other, the yield may not be good in some years. Even in such years, the poor tenants will have to give the share of the landlord. In this way, I know many of the tenants have been ruined in Payyanur firka. I request the Hon. Chief Minister to look into the matter and accept my amendment so that these people may derive some real benefit out of this Bill."

SRI P. K. GOPALAKRISHNAN :—" Sir . . . "

MR. SPEAKER :—" The hon. Member need not move the first part of his amendment No. 41. It is enough if he moves the second part."

8th January 1954]

SRI P. K. GOPALAKRISHNAN :—“ Sir, I move the following amendment standing in my name :—

‘ (ii) In item (ii) for the words “ six years ” substitute the words “ eleven years ”.’

Sir, wherever the rent is payable in cash under the contract it should be open to the tenant to continue to pay it in cash. I request the Government that the existing system of paying rent in money may not be disturbed wherever the landlord and tenant may have agreed. Let the Government allow the existing practice in this regard to continue. That is all what I want to say, Sir.”

The amendment was duly seconded.

SRI V. R. KRISHNA AYYAR :—“ Sir, I move—

5 p.m.

‘ In item (i), for the words “ every sixth year ”, substitute the words “ every eighth year ”.’ ”

The amendment was duly seconded.

SRI V. R. KRISHNA AYYAR :—“ I move—

‘ In item (ii) for the words “ six years ”, substitute the words “ eight years ”, and for the words “ sixth year ”, substitute the words “ eighth year ”.’ ”

The amendment was duly seconded.

SRI E. T. KUNHAN :—“ Sir, I move—

‘ In item (ii) for the words “ six years ” substitute the words “ ten years ” and for the words “ sixth year ”, substitute the words “ tenth year ”.’

‘ In item (iii), for the second proviso, substitute the following :—

“ Provided further that where under the existing contract rent is payable in money or in some other manner than the crop of the year or share in the crop of a year, it shall be open to the tenant to continue on the existing basis notwithstanding which has been stated above.” ’

‘ In sub-section (3) of section 8 of the principal Act, for the word “ one-eighth ” substitute the word “ one-twelfth ”.’ ”

The amendment was duly seconded.

SRI M. NARAYANA KURUP :—“ Sir, I move—

‘ Omit item (iii) of the clause.’ ”

The amendment was duly seconded.

SRI V. R. KRISHNA AYYAR :—“ Sir, I move—

‘ Omit item (iv) of clause 5.’ ”

The amendment was duly seconded.

[8th January 1954]

SRI T. C. NARAYANAN NAMBIAR:—“ Sir, I move—

‘ Add the following as item (v) :—

“(v) after sub-section (4), the following sub-section shall be inserted, namely :—

“(5) A cultivator who raises punam or fugitive cultivation shall not be bound to pay by way of rent or compensation per year more than twice the annual assessment payable in respect of the land so cultivated.”

The amendment was duly seconded.

* SRI V. R. KRISHNA AYYAR :—“ Sir, under the existing law, the tenant is not entitled to any reduction of rent if in respect of a holding—say under paddy—there is complete failure of crops on account of drought conditions. What I say is if there is a revenue remission there should be a proportionate reduction of rent. On account of the compounded tax system in Malabar, unless both the crops fail, there cannot be any revenue remission in respect of wet lands. On account of the Board Standing Orders and other technical rules framed by the Government, there is no abatement with regard to the rent notwithstanding the general failure of crop. I only want that the Court should be in a position to order a just reduction in rent where there is a general failure of crops.”

* THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—“ Sir, I oppose all the amendments before the House and would request the House to accept clause 5 as it stands. There is no enhancement of the rate of fair rent. You know that even Mr. E. M. Sankaran Nambudripad in his dissenting minute has stated that only 1/6 need be taken as constituting fair rent. He is a man who knows the situation in Malabar and he is one who is working for the welfare of the people. We differ only in respect of ideologies. Sir, it has been brought to our notice that in respect of garden lands the same principle is not maintained. That is because this is a mixed garden where commercial crops are grown. As you know, Sir, prices have gone up to 3,000 to 3,500 rupees from Rs. 300 obtaining previously in respect of pepper. So, there is no scope for reducing the proportion of rent and I submit the Government have proposed a most reasonable rent.”

SRI M. NARAYANA KURUP :—“ Is it the contention of the Government that they will believe in the statements made by persons on this side and not those made by their own friends who are sitting in the House? ”

THE HON. SRI C. RAJAGOPALACHARI :—“ I thought the hon. Member was quoting profusely from other people's opinions.”

SRI C. H. KANARAN :—“ Sir, the position is in places like Chirakkal and Kottayam, the share system does not prevail. I cannot agree to the share proposed by the Government.”

8th January 1954]

THE HON. SRI K. P. KUTTIKRISHNAN NAIR :—“ I come from Malabar and I know the position.”

SRI V. R. KRISHNA AYYAR :—“ The Hon. the Chief Minister has said nothing at all about reduction of rent with reference to cases where there is a general failure of monsoons.”

THE HON. SRI C. RAJAGOPALACHARI :—“ There is no use of appealing to the Chief Minister when all his attempts at trying to get at a settlement have thoroughly failed.”

MR. SPEAKER :—“ I shall now put the amendments to the vote of the House. The question is—

‘ In item (i), for the words “ sixth year ”, substitute the words “ tenth year ”.’ ”

The amendment was put and lost.

MR. SPEAKER :—“ The question is—

‘ In item (i) for the words “ every sixth year ”, substitute the words “ every eleventh year ”.’ ”

The amendment was put and lost.

MR. SPEAKER :—“ The question is—

‘ In item (ii) for the words “ six years ”, substitute the words “ eleven years ”.’ ”

The amendment was put and lost.

MR. SPEAKER :—“ The question is—

‘ In item (i) for the words “ every sixth year ”, substitute the words “ every eighth year ”.’ ”

The amendment was put and lost.

MR. SPEAKER :—“ The question is—

‘ In item (ii), for the words “ six years ” substitute the words “ eight years ”, and for the words “ sixth year ” substitute the words “ eighth year ”.’ ”

The amendment was put and lost.

MR. SPEAKER :—“ The question is—

‘ In item (ii) for the words “ six years ”, substitute the words “ ten years ” and for the words “ sixth year ” substitute the words “ tenth year ”.’ ”

‘ In item (iii), for the second proviso, substitute the following :—

“ Provided further that where under the existing contract rent is payable in money or in some other manner than the crop of the year or share in the crop of a year, it shall be open to the tenant to continue on the existing basis notwithstanding which has been stated above.”

[Mr. Speaker]

[8th January 1954]

'In sub-section (3) of section 8 of the principal Act, for the word "one-eighth" substitute the word "one-twelfth".'

The amendment was put and lost.

MR. SPEAKER :—" The question is—

' Omit item (iii) of the Clause.' "

The amendment was put and lost.

MR. SPEAKER :—" The question is—

' Omit item (iv) of Clause 5.' "

The amendment was put and lost.

MR. SPEAKER :—" The question is—

' Add the following as item (v) :—

" (v) after sub-section (4), the following sub-section shall be inserted, namely:—

' (5) A cultivator who raises punam or fugitive cultivation shall not be bound to pay by way of rent or compensation per year more than twice the annual assessment payable in respect of the land so cultivated.' "

The amendment was put and lost.

Clause 5 was put and carried.

Clause 6 was put and carried.

MR. SPEAKER :—" I now adjourn the House to meet again at 9 a.m. tomorrow."

The House then adjourned.

VI.—PAPERS LAID ON THE TABLE OF THE HOUSE.

Amendments to the Madras Motor Vehicles Taxation Act, 1931—

* (1) Notification No. 1160, issued with G.O. Ms. No. 3617, Home, dated 1st December 1953.

* (2) Notifications Nos. 1161 and 1162, issued with G.O. Ms. No. 3572, Home, dated 28th November 1953.

* (3) Notification No. 1170, issued with G.O. Ms. No. 3719, Home, dated 10th December 1953.